

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc. *et al.*, Debtors.

Case No. 08-13555 (JMP)

**PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Turnpike Limited  
Name of Transferee

Deutsche Bank AG, London Branch  
Name of Transferor

Name and Address where notices to transferee  
should be sent:

Court Claim #: See Schedule  
Total Allowed Amount  
to be Transferred: See Schedule

Turnpike Limited  
c/o Alden Global Capital, LLC  
885 Third Avenue, 34th Floor  
New York, NY 10022  
Attention: Ithran Olivacce  
E-mail: iolivacce@aldenglobal.com

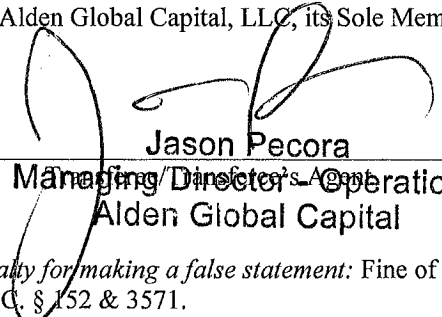
Phone: 212-888-7214

Wire instructions:

Name of Bank: Wells Fargo N.A  
ABA: 121 000 248  
SWIFT: WFBIUS6S  
Account #: 4000103507  
Account Name: Turnpike Limited

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Turnpike Limited  
By: Alden Global Capital, LLC, its Sole Member

By:  **Jason Pecora**  
**Managing Director, Operations**  
**Alden Global Capital**

Date: April 28, 2014

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § 152 & 3571.

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PROGRAM SECURITIES

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **DEUTSCHE BANK AG, LONDON BRANCH** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **TURNPIKE LIMITED** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 hereto, in Seller's right, title and interest in and to the Proofs of Claim filed by or on behalf of Seller's predecessor-in-title (copies of which are attached at Schedule 2 hereto) (the "**Proof of Claim**") as is specified in Schedule 1 hereto (the "**Purchased Portion**") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"). (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Portion and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) each Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) the Transferred Claims are class 5 claims; and to the best of Seller's knowledge, Seller's predecessor-in-title received in respect of the Transferred Claims and/or the Purchased Security distributions as set out in Schedule 1.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

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Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

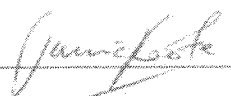
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller from 31 July 2013 onwards in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proofs of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 7 day of OCTOBER 2013.

DEUTSCHE BANK AG, LONDON BRANCH

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Winchester House  
1, Great Winchester Street  
London EC2N 2DB  
ENGLAND  
Attn: Simon Glennie/Alex Darbyshire

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TURNPIKE LIMITED

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

885 Third Avenue, 4<sup>th</sup> Floor  
New York, New York 10022  
USA

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Schedule 1

Transferred Claims

**Purchased Claim:** The Purchased Claim represents the US\$ amount and percentage of the total Proposed Allowed Claim Amount with respect to each Proof of Claim and relating to each Purchased Security described below. For the avoidance of doubt, the Agreement conveys (a) the Purchased Claim, (b) the Transferred Claims and (c) the Purchased Securities (each as defined in the Agreement).

Description of Security	ISIN	Issuer	Guarantor	First Distribution	Second Distribution	Third Distribution	LBT Distribution	Allowed Claim Amount***	Purchased Claim Amount (and % of total Allowed Claim Amount)	Proof of Claim
LBT BV Bond	XS0350312608	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding s Inc.	\$116,625.15	\$78,700.95	\$99,405.08	EUR281,949.33	\$4,470,183.18	\$622,995.38 (13.9367%)	55542
LBT BV Bond	XS0350312608	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding s Inc.	\$13,982.72	\$9,435.81	\$11,918.13	EUR 33,804.20	\$4,470,183.18	\$74,693.78 (1.6709%)	55543
LBT BV Bond	XS0212990732	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding s Inc.	\$81,962.65	\$55,310.01	\$69,860.61	EUR 181,174.80	\$35,483,105.12	\$437,833.13 (1.2339%)	56862
LBT BV Bond	XS0212990732	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding s Inc.	\$686,437.25	463,221.41	\$585,082.63	EUR1,517,338.93	\$35,483,105.12	\$3,666,852.47 (10.3341%)	56862.05
LBT BV Bond	XS0247938938	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding s Inc.	\$33,805.54	\$22,812.64	\$28,814.04	EUR 96,380.43	\$14,409,870.96	\$180,584.50 (1.2532%)	56863
LBT BV Bond	XS0247938938	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding s Inc.	\$278,245.60	187,765.62	\$237,161.76	EUR793,285.11	\$14,409,870.96	\$1,486,349.37 (10.3148%)	56863.05
LBT BV Bond	XS0211244941	Lehman Brothers Treasury	Lehman Brothers	\$32,780.01	\$22,120.60	\$27,939.94	EUR 84,437.16	\$14,191,057.71	\$175,106.30 (1.2339%)	56865

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Schedule 1-1

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		Co. B.V.	Holding s Inc.							
LBT BV Bond	XS0211244941	Lehman Brothers Treasury Co. B.V.	Lehman Brother s Holding s Inc.	\$274,532.64	\$185,260.04	\$233,997.03	EUR707,161.23	\$14,191,057.71	\$1,466,515.26 (10.3341%)	56865.05
LBT BV Bond	XS0231442046	Lehman Brothers Treasury Co. B.V.	Lehman Brother s Holding s Inc.	N/A	\$47,265.99	\$24,054.54	EUR 59,928.36	\$28,014,567.03	\$150,755.58 (0.5381%)	51609.03
LBT BV Bond	XS0231442046	Lehman Brothers Treasury Co. B.V.	Lehman Brother s Holding s Inc.	N/A	\$394,683.98	\$200,862.00	EUR 500,418.10	\$28,014,567.03	\$1,258,850.13 (4.4936%)	51609.06
LBT BV Bond	XS0331248723	Lehman Brothers Treasury Co. B.V.	Lehman Brother s Holding s Inc.	\$235,818.46	\$159,134.95	\$200,999.12	EUR 569,573.29	\$7,259,736.54	\$1,259,709.48 (17.3520%)	58993
LBT BV Bond	XS0331248723	Lehman Brothers Treasury Co. B.V.	Lehman Brother s Holding s Inc.	\$26,202.05	\$17,681.66	\$22,333.23	EUR 63,285.92	\$7,259,736.54	\$139,967.72 (1.9280%)	58993.01
LBT BV Bond	XS0121503774	Lehman Brothers Treasury Co. B.V.	Lehman Brother s Holding s Inc.	\$17,766.27	\$11,989.03	\$15,143.02	EUR 28,274.31	\$12,960,021.78	\$94,904.97 (0.7323%)	56932.10
LBT BV Bond	XS0121503774	Lehman Brothers Treasury Co. B.V.	Lehman Brother s Holding s Inc.	\$147,433.56	\$99,491.08	\$125,664.54	EUR234,634.54	\$12,960,021.78	\$787,569.65 (6.0769%)	56932.32
LBT BV Bond	XS0124186981	Lehman Brothers Treasury Co. B.V.	Lehman Brother s Holding s Inc.	\$101,875.32	\$68,747.48	\$86,833.11	EUR164,720.22	\$8,798,356.93	\$544,203.85 (6.1853%)	56932.42
LBT BV Bond	XS0124186981	Lehman Brothers Treasury Co. B.V.	Lehman Brother s Holding	\$12,175.34	\$8,216.16	\$10,377.61	EUR 19,686.08	\$8,798,356.93	\$65,039.00 (0.7392%)	56932.06

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			s Inc.							
LBT BV Bond	XS0125559111	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding s Inc.	\$326,367.25	\$220,239.06	\$278,178.10	EUR825,431.46	\$34,940,399.42	\$1,743,408.53 (4.9897%)	56932.47
LBT BV Bond	XS0125559111	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding s Inc.	\$39,093.44	\$26,381.03	\$33,321.17	EUR 98,873.17	\$34,940,339.42	\$208,831.78 (0.5977%)	56932.03
LBT BV Bond	DE000A0SUA99	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding s Inc.	\$37,354.88	\$25,207.81	\$31,839.32	EUR 94,401.94	\$14,350,597.24	\$199,544.62 (1.3905%)	47606.08
LBT BV Bond	XS0210782552	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding s Inc.	\$30,193.40	\$20,375.10	\$25,735.25	EUR 720,830.03**	\$116,229,809.09	\$161,289.00 (0.1388%)	66792.02
LBT BV Bond	XS0210782552	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding s Inc.	\$11,721.53	\$7,909.92	\$9,990.81	EUR 720,830.03**	\$116,229,809.09	\$62,614.79 (0.0539%)	50330.12
LBT BV Bond	XS0210782552	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding s Inc.	\$46,205.85	\$31,180.62	\$39,383.41	EUR 720,830.03**	\$116,229,809.09	\$246,825.27 (0.2124%)	56044.05
LBT BV Bond	XS0210782552	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding s Inc.	\$156,461.51	\$105,583.31	\$133,359.47	EUR 720,830.03**	\$116,229,809.09	\$835,795.66 (0.7191%)	59098.45
LBT BV Bond	XS0210782552	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding s Inc.	\$18,733.51	\$12,641.74	\$15,967.45	EUR 86,261.01**	\$116,229,809.09	\$100,071.85 (0.0861%)	59098.44
LBT BV Bond	XS0335576475	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding	\$70,153.66	\$47,341.07	\$59,795.25	EUR 1,041,343.93*	\$33,045,296.99	\$374,751.13 (1.1341%)	63111.06

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			s Inc.							
LBT BV Bond	XS0335576475	Lehman Brothers Treasury Co. B.V.	Lehman Brother s Holding s Inc.	\$202,161.12	\$136,422.31	\$172,311.39	EUR 1,041,343.93*	\$33,045,296.99	\$1,079,916.63 (3.2680%)	59415.06
LBT BV Bond	XS0335576475	Lehman Brothers Treasury Co. B.V.	Lehman Brother s Holding s Inc.	\$22,363.53	\$15,091.35	\$19,061.49	EUR 1,041,343.93*	\$33,045,296.99	\$119,462.92 (0.3615%)	63124.06
LBT BV Bond	XS0335576475	Lehman Brothers Treasury Co. B.V.	Lehman Brother s Holding s Inc.	\$36,707.16	\$24,770.71	\$31,287.23	EUR 1,041,343.93*	\$33,045,296.99	\$196,084.57 (0.5934%)	63135.06
LBT BV Bond	XS0335576475	Lehman Brothers Treasury Co. B.V.	Lehman Brother s Holding s Inc.	\$24,184.34	\$16,320.07	\$20,613.45	EUR 124,575.00*	\$33,045,296.99	\$129,189.41 (0.3909%)	59415.05

\* Total amount received in respect of XS0335576475 across all Proofs of Claim listed in the table above.

\*\* Total amount received in respect of XS0210782552 across all Proofs of Claim listed in the table above.

\*\*\* Represents aggregate amount distributable to claims in respect of the listed ISIN.